

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOS1	<b>Page</b> 1 <b>of</b> 29
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> DAAE20-00-R-0144		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2000JUN13	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM-ROCK ISLAND AMSTA-CM-CREC ROCK ISLAND IL 61299-7630			<b>Code</b> W52H09	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and** 1 Signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** \_\_\_\_\_ **until** 03:45pm **(hour) local time** 2000JUL13 **(Date).**

**Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.**

<b>10. For Information Call:</b>	<b>Name</b> FAYE TABER <b>E-mail address:</b> TABERF@RIA.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309) 782-3796
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**11. Table Of Contents**

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**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within** \_\_\_\_\_ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

<b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:</b>	<b>Amendment Number</b>	<b>Date</b>	<b>Amendment Number</b>	<b>Date</b>

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> <b>Different From Blk 15A- Furnish Such Address In Offer</b>		<b>17. Signature</b>	<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
SCD PAS ADP PT				
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52-201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

- 1. has inappropriate requirements; or
- 2. needs streamlining; or
- 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI  
AMSTA-CM-CR (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3223  
Electronic Mail Address: AMSTA-CM-CR@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-2	52.210-4516 TACOM-RI	COMMERCIAL EQUIVALENT ITEM(S)	JUN/1998
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THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-3	52.215-4503 TACOM-RI	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	APR/1999
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1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes

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**Name of Offeror or Contractor:**

electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aaais.ria.army.mil/aaais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-4	52.233-4503 TACOM-RI	AMC-LEVEL PROTEST PROGRAM	JUN/1998
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(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-5	52.243-4510 TACOM-RI	DIRECT VENDOR DELIVERY	JAN/1999
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In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

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Name of Offeror or Contractor:

(End of clause)

(AS7012)

A-6

52.246-4538

CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2

JUN/1998

TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

EXECUTIVE SUMMARY

THE PURPOSE OF THIS SOLICITATION IS TO REQUEST OFFERS FOR A WEB DESIGN TECHNICAL SERVICES REPRESENTATIVE IN ACCORDANCE WITH THE SCOPE OF WORK (SOW) AT ATTACHMENT 1. TRAVEL IS INVOLVED IN PERFORMING THE SOW AND AN ESTIMATED TRAVEL SOW IS AT ATTACHMENT 2 WHICH LISTS PROBABLE DESTINATIONS, LENGTH OF STAY, AND NUMBER OF TRIPS. THE TRAVEL SOW IS AN ESTIMATE ONLY, BUT MUST BE PRICED FOR EACH PRICING PERIOD FOR GOVERNMENT PLANNING PURPOSES. REIMBURSEMENT FOR THE TRAVEL SOW WILL BE ON A COST REIMBURSABLE BASIS ONLY. NO G&A OR PROFIT WILL BE ALLOWED FOR THE TRAVEL PORTION OFFERS.

A BASIC ONE YEAR CONTRACT, BEGINNING ON/ABOUT 28 SEP 2000 THROUGH 27 SEP 2001, WITH FOUR FOLLOW-ON OPTION YEARS IS CONTEMPLATED. THE CONTRACTOR WILL BE NOTIFIED 30 DAYS PRIOR TO THE END OF THE CONTRACT PERIOD, IN WRITING, IF THE GOVERNMENT DECIDES TO AWARD THE FOLLOW-ON OPTION.

OFFERORS MUST PROPOSE A YEARLY PRICE FOR EACH PRICING PERIOD FOR BOTH THE BASIC SOW AND THE TRAVEL SOW. FAILURE TO PROPOSE PRICES FOR EACH ELEMENT IN EACH PRICING PERIOD WILL RESULT A NONRESPONSIVE PROPOSAL.

OFFERORS ARE REQUESTED TO CAREFULLY REVIEW SECTION L FOR SUBMISSION REQUIREMENTS AND SECTION M FOR THE EVALUATION FACTORS. EXPERIENCE, PAST PERFORMANCE, AND PRICE ARE THE DISCRIMINATORS FOR THIS EFFORT AND AWARD MAY NOT BE MADE SOLELY ON LOW PRICE. OFFERORS MUST PROPOSE ONE INDIVIDUAL FOR THIS EFFORT AND PROVIDE INFORMATION ON THIS PERSON IN ACCORDANCE WITH SECTION L OF THE SOLICITATION. PERFORMANCE IS AT SBCCOM, ROCK ISLAND, IL.

THE GOVERNMENT EXPECTS THIS ENDEAVOR TO INVOLVE APPROXIMATELY ONE MAN YEAR SUPPORT.

\*\*\* END OF NARRATIVE A001 \*\*\*

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>WEB TECHNICAL SUPPORT SERVICES-BASIC YEAR</u>			\$ _____	\$ _____
	SECURITY CLASS: Unclassified				
	THE ABOVE PRICE LINE REFLECTS THE				
	PRICE OF WEB TECHNICAL SUPPORT				
	SERVICES FOR THE FIRST YEAR, FROM 28				
	SEP 2000 THROUGH 27 SEP 2001. (SOW				
	AT ATTACHMENT 1)				
	(End of narrative B001)				
	<u>SERVICES LINE ITEM</u>			\$ _____	\$ _____
	SECURITY CLASS: Unclassified				
	COST LINE: TRAVEL EXPENSES FOR ONE				
	YEAR 28 SEP 2000 THROUGH 27 SEP 2001				
	(SOW AT ATTACHMENT 2)				
	(End of narrative B001)				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>SERVICES LINE ITEM</u>			\$ _____	\$ _____
	SECURITY CLASS: Unclassified				
	OPTION YEAR 1: TECHNICAL SERVICES FOR WEB				
	28 SEP 2001 THROUGH 27 SEP 2002 (SOW AT				
	ATTACHMENT 1)				
	(End of narrative B001)				
	<u>SERVICES LINE ITEM</u>			\$ _____	\$ _____
	SECURITY CLASS: Unclassified				
	COST LINE: TRAVEL EXPENSES FOR ONE				
	YEAR 28 SEP 2001 THROUGH 27 SEP 2002				
	(SOW AT ATTACHMENT 2)				

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
0003	<u>Supplies or Services and Prices/Costs</u>				
0003AA	<u>SERVICES LINE ITEM</u>			\$ _____	\$ _____
	SECURITY CLASS: Unclassified OPTION YEAR 2: WEB TECHNICAL SUPPORT SERVICES 28 SEP 2002 THROUGH 27 SEP 2003 (SOW AT ATTACHMENT 1)				
	(End of narrative B001)				
0003AB	<u>SERVICES LINE ITEM</u>			\$ _____	\$ _____
	SECURITY CLASS: Unclassified COST LINE: TRAVEL EXPENSES FOR ONE YEAR 28 SEP 2002 THROUGH 27 SEP 2003 (SOW AT ATTACHMENT 2)				
	(End of narrative B001)				
0004	<u>Supplies or Services and Prices/Costs</u>				
0004AA	<u>SERVICES LINE ITEM</u>			\$ _____	\$ _____
	SECURITY CLASS: Unclassified OPTION YEAR 3: WEB TECHNICAL SERVICES FOR 1 YEAR 28 SEP 2003 THROUGH 27 SEP 2004 (SOW AT ATTACHMENT 1)				
	(End of narrative B001)				
0004AB	<u>SERVICES LINE ITEM</u>			\$ _____	\$ _____
	SECURITY CLASS: Unclassified COST LINE: TRAVEL EXPENSES FOR ONE YEAR 28 SEP 2003 THROUGH 27 SEP 2004 (SOW AT ATTACHMENT 2)				
	(End of narrative B001)				
0005	<u>Supplies or Services and Prices/Costs</u>				
0005AA	<u>SERVICES LINE ITEM</u>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	SECURITY CLASS: Unclassified OPTION YEAR 4: WEB TECHNICAL SERVICES FOR 1 YEAR 28 SEP 2004 THROUGH 27 SEP 2005 (SOW AT ATTACHMENT 1)  (End of narrative B001)				
	<u>SERVICES LINE ITEM</u>  SECURITY CLASS: Unclassified COST LINE: TRAVEL EXPENSES FOR ONE YEAR 28 SEP 2004 THROUGH 27 SEP 2005 (SOW AT ATTACHMENT 2)  (End of narrative B001)			\$ _____	\$ _____

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SEE ATTACHMENT 1 FOR THE SCOPE OF WORK AND ATTACHMENT 2 FOR THE TRAVEL SCOPE OF WORK.

\*\*\* END OF NARRATIVE C001 \*\*\*



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**Name of Offeror or Contractor:**

SECTION D - PACKAGING AND MARKING

THERE ARE NO PACKAGING REQUIREMENTS FOR THIS EFFORT.

\*\*\* END OF NARRATIVE D001 \*\*\*

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE  
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:  
<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-4	INSPECTION OF SERVICES - FIXED PRICE	AUG/1996
E-2	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984

INSPECTION AND ACCEPTANCE CRITERIA ARE IN THE SCOPE OF WORK AT ATTACHMENT 1. PAYMENT WILL BE BY BIWEEKLY DD250 PREPARATION, WHICH WILL BE APPROVED BY THE CONTRACTING OFFICER'S REPRESENTATIVE, AND SUBMITTED TO DFAS FOR PAYMENT.

\*\*\* END OF NARRATIVE E001 \*\*\*

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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE  
 This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>      or      [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

THE PLACE OF PERFORMANCE IS AT SBCCOM (RI) LOCATED AT THE ROCK ISLAND ARSENAL, ROCK ISLAND, IL. (DESTINATION)

\*\*\* END OF NARRATIVE F001 \*\*\*

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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS  
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>      or      [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.  
(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	Regulatory Cite	Title	Date
I-1	52.203-3	GRATUITIES	APR/1984
I-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-3	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-6	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN/1996
I-7	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-8	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG/1996
I-9	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-10	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-11	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-12	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-13	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-14	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2000
I-15	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-16	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-17	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-18	52.232-1	PAYMENTS	APR/1984
I-19	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-20	52.232-11	EXTRAS	APR/1984
I-21	52.232-17	INTEREST	JUN/1996
I-22	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-23	52.232-25	PROMPT PAYMENT	JUN/1997
I-24	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-25	52.233-1	DISPUTES	JAN/1999
I-26	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-27	52.242-13	BANKRUPTCY	JUL/1995
I-28	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-29	52.248-1	VALUE ENGINEERING	FEB/2000
I-30	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-31	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-32	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-33	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-34	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-35	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
I-36	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/1999
I-37	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-38	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-39	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991

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	Regulatory Cite	Title	Date
I-40	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-41	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-42	52.202-1	DEFINITIONS	OCT/1995

(a)''Head of the agency'' (also called agency head'') or ''Secretary'' means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term ''authorized representative'' means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. ''Minor'' modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

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**Name of Offeror or Contractor:**

- (d) Component means any item supplied to the Federal Government as part of an end item or of another component.
- (e) Nondevelopmental item means--
- (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
- (3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.
- (f) ''Contracting Officer'' means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (g) Except as otherwise provided in this contract, the term ''subcontracts'' includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of Clause)

(IF7252)

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|------|----------|---|----------|
| I-43 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL/1995 |
|------|----------|---|----------|
- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

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|------|----------|--------------------------|----------|
| I-44 | 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL/1995 |
|------|----------|--------------------------|----------|
- (a) Definitions.
- ''Kickback,'' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract
- ''Person,'' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- ''Prime contract,'' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- ''Prime Contractor'' as used in this clause, means a person who has entered into a prime contract with the United States.
- ''Prime Contractor employee,'' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

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**Name of Offeror or Contractor:**

'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

'Subcontractor,' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-45	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/1995
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.



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(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-46      52.215-8      ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT      OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-47      52.244-6      SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS      OCT/1998

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

I-48      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized

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deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	SCOPE OF WORK FOR WEB DESIGN		007	
Attachment 002	SOW (COST LINE) TRAVEL EXPENSES		002	
<p>The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <a href="http://aaais.ria.army.mil/aaais/SOLINFO/index.htm">http://aaais.ria.army.mil/aaais/SOLINFO/index.htm</a>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.</p>				

List of Addenda	Title	Date	Number of Pages
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS  
This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/      or      www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
K-3	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-5	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	NOV/1999
(a)(1) The standard industrial classification (SIC) code for this acquisition is 7371.  (2) The small business size standard is \$18,000,000.00			
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.			
(b) Representations. (1) The offeror represents as part of its offer that it____is,____is not a small business concern.			
(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a small disadvantaged business concern as defined in 13 CFR 124.1002.			
(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a women-owned small business concern.			
(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that -			
(i) it ____is ____is not			
a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and			
(ii) it ____is ____is not			
a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:			
_____] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.			
(5) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:			

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**Name of Offeror or Contractor:**

- \_\_\_\_\_ Black American.
- \_\_\_\_\_ Hispanic American.
- \_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- \_\_\_\_\_ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji,Tonga, Kirbati, Tuvalu, or Naura).
- \_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- \_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6011)

K-6                      52.203-2                      CERTIFICATE OF INDEPENDENT PRICE DETERMINATION                      APR/1985

- (a) The offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

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(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(KF7005)

K-7      52.209-5      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,      MAR/1996  
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( )  
are not ( )

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( )  
have not ( ),

within a 3-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and

(C) Are ( )  
are not ( )

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivison (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( )  
has not ( ),

within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

(KF7033)

K-8                      52.222-22                      PREVIOUS CONTRACTS AND COMPLIANCE REPORTS                      FEB/1999

The offeror represents that -

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

K-9                      52.222-25                      AFFIRMATIVE ACTION COMPLIANCE                      APR/1984

The offeror represents that (a) it

( ) has developed and has on file,

( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it

( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

K-10                      252.209-7003                      COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS                      MAR/1998  
DFARS

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(End of provision)

(KA7513)

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K-11                      252.247-7022                      REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA                      AUG/1992  
DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term ''supplies'' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)



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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.233-2	SERVICE OF PROTEST	OCT/1995

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSCBA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from JOYCE L. KLEIN, AMSTA-CM-CREC, ROCK ISLAND, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSCBA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSCBA because of the nature of the supplies or services being procured.

(End of Provision)

(LF6254)

L-2	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

L-3	52.215-4510 TACOM-RI	ELECTRONIC BIDS/OFFERS	AUG/1999
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1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<http://aaisbids.ria.army.mil> and click on the icon for additional information.

3. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have

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any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.  
<http://aais.ria.army.mil/aais/Padds\_web/index.html>."

If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

(End of Provision)

(LS7011)

L-4                      52.215-4511                      ELECTRONIC AWARD NOTICE                      APR/1999  
TACOM-RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:  
\_\_\_\_\_

(End of provision)

(LS7012)

SECTION L

Proposals shall be submitted in accordance with this section. Offerors are advised that Section M of this solicitation contains special responsibility criteria under the evaluation factor of Experience. In order to be eligible for award, an offeror must be able to meet these criteria. To avoid unnecessary expense to both the Government and the offeror, offerors are advised to thoroughly review Section M prior to submitting a proposal.

1. Experience:

The offeror shall identify the individual who will be performing the work, at SBCCOM-RI, required by this solicitation. For the individual identified, the offeror shall provide a resume, no longer than five pages. Only one individual will be allowed to perform this effort.

Each resume shall describe the individual's experience in providing technical management support and services for the maintenance and enhancement of WEB applications that make maximum use of databases that are ORACLE and SAS compatible. The resume should include experience that shows the offeror's ability to convert Command Commodity Standard System (CCSS), which is a Supply Management System, data into WEB based information. The offeror should supply information in its resume that shows experience in extracting information from various Department of the Army data bases, such as the Army Electronic Product Support (AEPS), Integrated Logistics Decision Support Solutions (ILDSS), My National Stock Number (NSN) or MyNSN, Electronic Data Interchange/Direct Vendor Delivery (EDI/DVD) into user friendly web applications. The offeror shall summarize its experience

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with preparation of, and presenting briefings to high-level officials. The offeror shall provide experience in working in a team environment on WEB related issues/projects. The offeror must have or have the ability to obtain a security clearance. The offeror shall provide a Point of Contact and phone number of a person who can verify the existence of the experience given in the resume.

2. Past Performance:

The offeror shall describe all relevant Government and commercial contracts it or its proposed subcontractors have performed during the last three years. A contract is considered relevant if it involves technical management support and services for the maintenance and enhancement of WEB applications. Performance of the proposed contract is at the Rock Island site of the Soldier, Biological and Chemical Command (SBCCOM).

For each contract identified, the offeror shall, at a minimum, (1) provide the name of the contracting agency or company involved, (2) provide the name, address, and telephone number of an individual within that agency or company that the Government may contact, (3) describe the work performed and the quality of the work performed, (4) identify the dollar amount of the contract and period of performance, (5) Contract Type, and (6) For Cost Type contracts, explain any under-run or over-run costs.

3. Price: Offerors shall submit yearly prices for each pricing period, which is also one year each, per Section B, CLINs 0001AA, 0002AA, 0003AA, 0004AA, and 0005AA of the solicitation. The offeror should also submit prices for each pricing period for travel expenses. The Contractor Scope of Work for Travel is at attachment 2. Travel expenses are cost reimbursable only. No profit or overhead will be allowed in the offeror's prices for CLINs 0001AB, 0002AB, 0003AB,004AB, AND 0005AB.

\*\*\* END OF NARRATIVE L001 \*\*\*

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SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>      or      [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

SECTION M

1. Basis for Award: The award of a contract will be made to the offeror whose proposal offers the best value to the Government based on an integrated assessment of three factors (1) Experience, (2) Past Performance and (3) Price. Experience is slightly more important than past performance, Past Performance is slightly more important than price. However, if the non-priced factors of Experience and Past Performance tend to equalize, price becomes more significant. Because this is a Best Value acquisition, the Government reserves the right to make an award to someone other than the low priced offeror.

An evaluation team has been assigned to review the proposals and assist the Source Selection Authority (SSA) in selecting an offeror. The team will rate offers in accordance with this section and provide supporting rationale to the SSA for the SSA's consideration. The SSA will review the findings of the team, but is not bound by them.

2. Experience

In order to be eligible for award the offeror or the individual(s) proposed by the offeror to do the work must have verifiable experience in providing technical management support and services for the maintenance and enhancement of WEB applications. The offeror must have verifiable experience in developing new internet applications that converts data from other automated systems into WEB based information. The offeror should emphasize the ability to interact and work with multi-functional teams. Under this factor, the Government will evaluate the resumes of the individuals proposed. The Government will assess the relevancy and quality of each individual's experience as it may relate to the probable and successful completion of this effort. The team will evaluate each offer under the following criteria:

- A. Excellent: Essentially no doubt exists, based on the written resume(s), and follow-up verification of facts stated in the resume(s), that the offeror will successfully perform the required effort.
- B. Good: Little doubt exists, based on the written resume(s), and follow-up verification of facts stated in the resume(s), that the offeror will successfully perform the required effort.
- C. Satisfactory: Some doubt exists, based on the written resume(s), and follow-up verification of facts stated in the resume(s), that the offeror will successfully perform the required effort.
- D. Unacceptable: Substantial doubt exists, based on the written resume(s), and follow-up verification of facts stated in the resume(s), that the offeror will successfully perform the required effort.

3. Past Performance:

The Government will evaluate the relevance and quality of the offeror's past performance as it may relate to the probable and successful completion of this effort. The team will rate each offeror's past performance record under the following criteria:

- A. Essentially no doubt exists, based on past performance, that the offeror will successfully perform the required effort.
- B. Good: Little doubt exists, based on past performance, that the offeror will successfully perform the required effort.
- C. Satisfactory: Some doubt exists, based on past performance, that the offeror will successfully perform the required effort.
- D. Unacceptable: Substantial doubt exists, based on past performance, that the offeror will successfully perform the required effort.

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E. Neutral: Offeror has no past performance record.

4. Price: Offerors shall submit yearly prices (divisible by 26 pay periods) for each pricing period, which consists of one year each, per Section B of the solicitation for both CLINs. The 5 yearly prices, for the services CLINs and estimated travel expenses CLINs will be added together to make the total evaluated price. The sum of the 5 yearly services prices will be evaluated against the other offerors. Since the travel Sow is cost reimbursable only, with no G&A or Profit added, the marketplace will determine the reasonableness of the cost at the time of travel.

\*\*\* END OF NARRATIVE M001 \*\*\*